



CITY OF ROCKVILLE
111 Maryland Avenue
Rockville, MD 20850

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

WHEN MAKING INQUIRIES, PLEASE REFERENCE QUOTE RFQ 009/FY12	DATE: January 19, 2012
QUOTATION DUE DATE AND TIME: FRIDAY, FEBRUARY 3, 2012 @ 3PM	WE REQUIRE DELIVERY/SERVICE TO BEGIN and END BY: Estimated contract start/end date (see Item 2, page 4): April 1, 2012 thru June 30, 2017

FAX/MAIL QUOTATION TO:

Pat Ryan, Purchasing
City of Rockville
111 Maryland Ave.
Rockville, MD 20850
FAX: 240-314-8439 (TEL 240-314-8434) pryan@rockvillemd.gov

TECHNICAL CONTACT:

Kim Stein, Accounting Operations Supervisor
240-314-8413 (phone)
kstein@rockvillemd.gov

FAX ONLY THIS RFQ FORM AND SPECIFICATIONS/LITERATURE OF PRODUCTS OFFERED. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.

QUOTED PRICE(S) MUST INCLUDE FREIGHT, FOB, ROCKVILLE, MARYLAND.

SHIP TO: See Item 1 on Page 3 for location specifics.

DESCRIPTION

ARMORED CAR SERVICE FOR DAILY DESPOSIT PICKUP

Bidders, Please Return by FAX 240-314-8439 (or Mail):

- 1) This page, bottom portion completed
- 2) Quote Pricing Pages 2-3
- 3) References, Page 16
- 4) Affidavit, Page 17
- 5) W-9 (see below)

SEE SPECIFICATIONS, PAGES 2 - 5 FOR DETAILS

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

PAYMENT TERMS: NET 30		DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER	
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS			
COMPANY LEGAL NAME: _____			
ADDRESS: _____			
SUBMITTED BY: _____			
SIGN YOUR NAME AND TITLE		DATE	
PRINT YOUR NAME AND TITLE			
TELEPHONE# _____		FAX # _____	
E-MAIL ADDRESS: _____		FEDERAL ID#/OR SS# _____	

PRICING FIRM FOR THE PERIOD CONTRACT AWARD THROUGH JUNE 30, 2015 :

ITEM NO	DESCRIPTION	ANNUAL EST. QTY	UNIT PRICE	TOTAL ANNUAL PRICE
1.	<p>City Hall, 111 Maryland Ave., Rockville, MD 20850 (Pickup and Deposit five (5) times a week, Monday thru Friday, to BB&T Bank Processing 1710 Twin Springs Road Baltimore, MD 21227, or to BB&T Vault or money vault of a local bank), for SAME day credit of an estimated four (4) deposit bags.</p> <p>City Hall Pick Up Time_____</p> <p>BB&T deposit location_____</p> <p>_____</p> <p>BB&T Deposit Time:_____</p>	251 Pickups	\$_____	\$_____
1A.	<p>Based on the information contained in Item 1 above, what is your monthly price?</p> <p>\$_____ per month</p>			

Prices quoted shall be firm for the first full three (3) years of the five year contract term (thru June 30, 2015).

No additional charges will be allowed, including but not limited to fuel surcharges, coin bag fees, or additional time charges.

NAME OF BIDDER_____

ARMORED CAR SERVICE FOR DAILY DEPOSIT PICKUP

SPECIFICATIONS

1. **SCOPE OF WORK**

The City of Rockville is seeking a licensed and qualified Contractor to provide Armored Car Service for Daily Deposit Pickup of self-sealing, tamper-proof deposit bags (each with a unique identification label) containing cash, loose coin and checks from its City Hall location to its bank as follows:

Pick-up From:	City Hall, Cashiers Office 2 nd Floor 111 Maryland Avenue Rockville, Maryland 20850	Deposit To:	BB&T Bank Processing c/o Garda Cashlogistics 1710 Twin Springs Road Baltimore, MD 21227
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2. **CONTRACT TERM**

The initial period of the contract shall be from issuance of the Purchase Order for this award through June 30, 2012. The City reserves the right to extend this contract annually for five (5) additional one-year periods under the same terms, conditions and specifications.

3. **DAYS OF SERVICE**

Pick-up to occur Monday through Friday, approximately 251 Days/Year, excluding City Holidays.

PickUp Schedule EXCLUDES the following City Holidays, (specific dates for 2012 in parenthesis):

New Year's Day --January 1 (1/2/2012)
 Martin Luther King Jr. Birthday -- third Monday in January (1/16/2012)
 President's Day -- third Monday in February (02/20/2012)
 Memorial Day -- last Monday in May (5/28/2012)
 Independence Day (7/4/2012)
 Labor Day -- first Monday in September (9/3/2012)
 Election Day --first Tuesday in November, in even years only (Congressional elections) (11/6/2012)
 Veteran's Day (11/12/2012)
 Thanksgiving Day -- fourth Thursday in November (11/22/2012)
 Day After Thanksgiving (11/23/2012)
 Christmas Day (12/25/2012)

4. **PICKUP SCHEDULE:**

Required pickup time must be after 8:30 a.m. but before 9:00 a.m. each day (as defined in Item 3 above). A normal pickup consists of approximately four (4) deposit bags, containing cash, loose coin and checks totaling (all four (4) deposit bags) no more than \$100,000.00 (one hundred thousand dollars).

5. **BANKING REQUIREMENTS:** Contractor deliver the sealed deposit bags to the Bank or Bank Vault by 2:00 p.m. on the same business day of pickup. The City rebids its banking services every five years. The City's current contract with BB&T expires on December 31, 2015. It is anticipated that the location of the designated depository will remain constant under the contract period. **Provide Minimum Business Day Advance notice requirement for a change in depository bank on Quote Pricing Page 3, question 3.**

6. PRICING OF SERVICES and PRICE ADJUSTMENTS:

Prices quoted shall be firm for the first full three (3) years of the five year contract term (thru June 30, 2015). No additional charges will be allowed, including but not limited to fuel surcharges, coin bag fees, or additional time charges.

Any pricing adjustment for the remaining two (2) years of the initial five-year contract term (thru June 30, 2017), and any contract extension terms, thereafter, shall be subject to the following:

Costs for the final two years of the initial five-year contract term and any extension term(s) shall be subject to adjustment only if increases or decreases occur throughout the local industry. The City will use changes in the Federal Minimum Wage and Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed 5%, **or the CPI whichever is lower.** The yearly increase or decrease in the CPI shall be the latest Index published and available for the calendar year ending 12/31/, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

7. LOG OF PICKUPS:

The Contractor shall provide the City with a Log of all pickups from City Hall to the Bank. Pickup Log to include date and time, number of bags, unique identifier number on bags (barcode sticker), and signature of Contractor's representative. The contractor will scan barcode stickers provided by the contractor into the contractor scanner and verify the dollar amount with the cashier before transmitting the information and then provide a printed receipt of the deposit.

8. ADDITIONS/DELETIONS

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period the contract. The City of Rockville and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued to all additions or deletions.

9. INSURANCE – ADDITIONAL REQUIREMENTS:

In addition to the City's Insurance Requirements listed on Page 14, the Contractor shall maintain the additional insurance coverage listed below. Proof of such coverage must be provided in writing not later than fifteen (15) days before any insurance policy expiration date, each year of the contract (including all extensions). Failure to provide proof of coverage annually will result in cancellation of the contract.

- A. **Comprehensive Automobile Liability Insurance:** with a combined single limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles or armored carriers.

Insurance: Additional Requirements (continued):

- B. Blanket Crime Insurance Policy:** this policy shall include vault and transit coverage for theft, disappearance and destruction of money, checks and securities, as well as property other than money, checks and securities in an amount of not less than \$500,000. This policy shall cover the acts of contractor's employees, whether identified or not, while acting alone or in collusion with others. These policies shall name the City of Rockville as additional insured.

The policy(ies) must be written by an underwriter/ company recognized by the City of Rockville as able to do business in Maryland.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City of Rockville, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

INSURANCE/LIABILITY:

CRIME: Contractor shall maintain a Broad Form Crime Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the State of Maryland as well as the home state of the contractor, and which has an A.M. Best Company rating of A+ or better, as reflected in the current A.M. Best Ratings & Reports publication, with limits of coverage of not less than dollar amounts specified in the LIABILITY section of this term and condition for Loss Inside the Premises and Loss Outside the Premises. The policy shall include the Theft, Disappearance and Destruction form, the Forgery or Alteration form, the Employee Dishonesty form, and the Property other than Money and Securities form. The policy shall allow a minimum of 120 days to file a proof of loss. The policy shall include temporary employees in the definition of employees. A certificate of insurance for this insurance shall be presented to the Purchasing Agency prior to the start of service on this Contract. In addition, the Commercial General Liability Policy Declaration Sheet shall be presented to the Purchasing Agency prior to the start of service on this Contract. The certificate of insurance and Policy Declaration Sheet must show the name of the insurance company, limits and type of coverage, policy number, name and address of licensed insurance agent, as well as language naming the City of Rockville as additional insured on this policy with respect to this Contract and referencing this Contract Number for coverage. The certificate of insurance must also provide at least a 30 days written cancellation notice to the contractor and the Purchasing Agency. The contractor agrees to maintain such policy until the completion of the contract, agrees to abide by all insurance policy warranties and conditions during the entire term of the contract, and all money and property of the City of Rockville is remitted to the City of Rockville. The contractor further agrees to present a certificate of insurance and Policy Declaration Sheet for each contract renewal period prior to the start of the renewal period.

Insurance, Additional Requirements (continued):

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Contractor shall maintain workers' compensation and employer's liability insurance with Code of Maryland statutory requirements and benefits and a minimum of \$100,000 in employer's liability coverage. The policy shall be placed with an insurance company with an A.M. Best Company rating of A+ or better as reflected in the current A.M. Best Ratings & Reports publication.

COMMERCIAL GENERAL LIABILITY: Contractor shall maintain broad form coverage of a minimum of \$1,000,000 per occurrence with a \$3,000,000 aggregate specific to this Contract with an insurance company with an A.M. Best Company, Inc. rating of A+ or better as reflected in current A.M. Best Ratings & Report publication. The policy shall include coverage for Products and Completed Operations and shall name the City of Rockville as an additional insured. The certificate of insurance shall contain all the provisions required in the CRIME insurance requirement above.

COMMERCIAL AUTOMOBILE LIABILITY: Contractor shall maintain a commercial automobile liability insurance policy with a minimum of \$1,000,000 Combined Single Limit with an insurance company with an A.M. Best Company rating of A+ or better as reflected in the current A.M. Best Ratings & Report publication. The contractor shall have insurance according to the terms, conditions, and specifications of this solicitation, but in the absence, cancellation, or loss of such insurance by the contractor the contractor shall assume the entire liability for all money, checks, securities, and other property of the City of Rockville which the contractor is entrusted with.

LIABILITY: The contractor shall be liable for and insure all deposits and change funds. The contractor shall obtain Armored Car "All-Risk" Transit and Storage Insurance, or comparable insurance, at no cost to the City of Rockville, covering coin, currency, and checks unable to be identified on a dollar for dollar, face value replacement basis up to \$50,000.00 per occurrence. The contractor shall also provide Reconstruction of Checks Insurance, or comparable insurance, at no cost to the City of Rockville, up to \$25,000.00 per occurrence, providing funds for check reconstruction, including stop payment fees, postage, labor, and any other reasonable cost in replacing checks. The contractor shall obtain additional insurance when the coin and currency of a deposit or change fund request exceeds \$50,000.00. An excess insurance charge shall be billed by the contractor for each thousand of dollars of coin and currency exceeding \$50,000.00. The estimated daily maximum deposit of cash and checks, and the estimated daily maximum deposit of cash for each state agency and other public body location are shown on the attached Schedule spreadsheet. The dollar amounts listed are estimates based on deposits in years previous. Actual deposits may exceed the estimated deposit amounts stated. The City of Rockville does not guarantee any specific deposit amount and shall not be held responsible for any deviation. The City of Rockville reserves the right to negotiate insurance levels and monthly prices with the contractor as needed during the contract period, either by pickup location, group of locations, or all locations.

Contractor's liability commences upon receipt of any shipment from a City of Rockville location, public body location, or financial institution, and terminates upon delivery to and receipt by the designated agency location, public body location, or financial institution.

Insurance, Additional Requirements (continued):

In the event of property damage or loss, the contractor shall furnish written reports as to the type and amount of the damage or loss within thirty-six (36) hours after such damage or loss.

In the event of a claim for loss under the contract, the agency or public body shall agree to promptly and diligently assist the contractor to establish the identity of the property lost or destroyed, and to take such other steps as may be necessary to assure the maximum amount of recovery at a minimum cost. Affirmative written proof of the property lost or destroyed shall be furnished to the contractor and said proof of loss, subscribed and sworn to by the agency or public body shall be substantiated by the books, records, and accounts of the agency or public body.

10. AGREEMENT

The successful contractor shall be required to complete a two party standard form of agreement (sample attached, pages 18 and 19).



CITY OF ROCKVILLE MARYLAND INSTRUCTIONS CONDITIONS AND NOTICES

1. **PREPARATION** All bids are to be submitted to the location indicated. The following forms must be submitted:

- Pricing page
- Non-collusion/non-conviction affidavit
- Other forms as required.

The quote form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. Quotes must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

3. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Quotation, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. In determining the responsibility of a bidder, the following criteria may be considered:

- The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- Such other information as may be secured by the City having a bearing on the decision to award the contract.

4. **ADDENDA** All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:

- List the number of the addenda on the quote sheet
- Return a copy of the addenda with the quote
- Initial in person at City Hall receipt of the addenda

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within forty-five (45) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.

9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

11. TERMS AND CONDITIONS

The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

12. INTERPRETATION

Any questions concerning conditions and specification shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specifications.

13. MATERIALS

All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

14. PRICES

Bids must be submitted on a firm fixed price, F.O.B. destination basis only, unless otherwise specified herein.

15. PROMPT PAYMENT DISCOUNTS

All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

16. BIDDER'S PAYMENT TERMS

The City will reject as non-responsive a quote under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for

payment of proper invoices in less than thirty (30) days.

17. DELIVERY

All time limits stated in the contract documents are of the essence. The contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

18. REFERENCES

References may be required prior to award.

19. PAYMENT

Payment will be made upon receipt of an accepted invoice, submitted in duplicate to:

City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number. Payment will be made upon inspection and/or testing of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

20. DELAYS/EXTENSION OF TIME

If the contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

21. NO DAMAGES FOR DELAY

The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the contract. Such delays or

hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the contractor.

- 22. TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 23. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.

- 24. CHANGES** The City, without invalidating the contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

- 25. EXTRA COSTS** If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those

represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 26. BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number are for information and establishment of a quality level desired and are not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specifications, unless brand name only is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal form what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet specifications. The City reserves the right to accept or reject items offered as an "equal"

- 27. GUARANTEE** All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract Manager before final payment is made.

The contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 28. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the contractor.

- 29. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and

comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

30. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

31. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

32. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the contractor in writing of his determination. The contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the contractor shall proceed diligently with performance under the agreement signed by the City and the contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

33. **INDEMNIFICATION OF THE COUNCIL** The contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the contractor, or subcontractors or agents of the contractor.

34. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor.

35. **MISCELLANEOUS PROVISIONS** The City and the contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due hereunder without the previous written consent of the City.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

36. **EQUAL EMPLOYMENT OPPORTUNITY** The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the contractor will permit access to the contractor's books, records and accounts. If the City Manager concludes that the contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

37. **LANGUAGE** If applicable, the contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the contractor's employees or agents are at the site.

38. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

39. **DISABILITY INFORMATION**
ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title) **RFQ 009/FY12, ARMORED CAR SERVICE FOR DAILY DEPOSIT PICKUP**

City Hall

111 Maryland Avenue

Rockville, MD 20850

City of Rockville

REFERENCES

The Bidder shall be a competent and experienced contractor with an established reputation within the community. The Bidder shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of five (5) projects involving similar **Armored Car Service, Daily Deposit Pick-up work** as specified.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder.

Failure to submit the required information with the Bid Proposal may be cause for rejection of the Quote.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____ Term: _____
 Percent of work by own forces: _____
 Description: _____

2. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____ Term: _____
 Percent of work by own forces: _____
 Description: _____

3. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____ Term: _____
 Percent of work by own forces: _____
 Description: _____

A F F I D A V I T**I hereby affirm that:**

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Name of Firm _____

Signature and Title _____

Printed Name _____ **Date** _____

SAMPLE**CONTRACT
For Machinery, Supplies, and/or Services****STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR**

This Agreement, made this _____ day of _____, 20____, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and
(A) _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum
of _____ dollars (\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a
company shall enter: John Doe t/a Masonry Company.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) _____ and
the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized,
authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.